

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 15-Sep-2005		4. REQUISITION/PURCHASE REQ. NO. W81W3G-0A76-0001		5. PROJECT NO.(If applicable)
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912DR-05-R-0001		
				X 9B. DATED (SEE ITEM 11) 28-Jun-2005		
				10A. MOD. OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation for the Public-Private A-76 competition for the U.S. Army Corps of Engineers Information Mangement/Information Technology is hereby amended per the attached Summary of Changes. As a result of this amendment, the proposal due date of 21 October 2005 at 4:00pm is not changed.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: EMAIL:		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 15-Sep-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0011 INFORMATION

The following changes are included in this amendment.

- Due to the delay in the proposal due date from 23 September 2005 to 21 October 2005 as stated in Amendment 0010, and the proposed delay in the award (from 23 February 2006 to 10 March 2006), the dates which were listed in Section B, Bid Schedule, and are listed in Section F – Deliveries or Performance, will be adjusted accordingly at time of award. While any shift of the performance periods forward will logically increase any offer's projected cost because of inflation, this is necessary to meet the Government's needs.
- A new Section B is attached to add information regarding the second six-months of the Phase-In Period.
- Section H – The local instructional text, Required Insurance for Work on a Government Installation is hereby deleted as it is a duplicate of local instructional text, Required Insurance, same Section.
- Section H – Required Insurance local instructional text, paragraph c., Automobile Liability Insurance, is revised to change the dollar amount per occurrence for property damage from \$20,000 per occurrence to \$100,000 per occurrence. (At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and **\$100,000** per occurrence for property damage shall be required.) A complete new paragraph can be found at the end of this section.
- Section J – Department of Labor, Service Contract Act Wage decision 94-2153 (REV 35), dated 05/23/05 (issued in Amendment 0002) is hereby updated to 94-2153 (REV 36), dated 08/31/2005, and is posted to the website. A revised Index of Wage Decisions is attached.
- **Question** received via email:

In the FFP/Reimbursable matrix provided in Mod 006, it was noted that data entry services are to be included in the fixed price portion of the bid. However, in an answer provided in mod 009, it was stated that: "Actual AIS data entry not in fixed price. Management of data entry is included in the fixed price." Based on this, it is assumed that no fixed price labor is to be bid as it relates to data-entry work. Only the cost to manage this workload is to be included in the firm fixed price. Correct assumption...if so, please clarify. Thank you.

Answer: Your assumption is correct.

- Comments/Questions and responses from the Website, dated 15 September 2005 are attached.

Section H**REQUIRED INSURANCE****The Agency Tender is exempt from this requirement**

Reference Contract Clause FAR 52.228-7, "Insurance—Liability To Third Persons (Mar 1996)" the Contractor, shall, at its own expense procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workman's Compensation Insurance shall extend to cover employer's liability for accidental bodily insurance or death and for occupational disease with a minimum liability limit of \$100,000
- b. Comprehensive General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence and property damage liability insurance in the minimum limits of \$100,000 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and **\$100,000** per occurrence for property damage shall be required.
- d. **Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.**
- e. **The Government shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence of the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.**

Introduction

CLIN 0001 is the 12 month Phase-in period.

SubCLIN 0001A is the first 6 months to be Firm Fixed Price. This shall include the preparation of the final transition plan to support SubCLIN 0001B; this plan shall be delivered to the Contracting Officer on the first day of the fifth month of the phase-in period.

SubCLIN 0001B is the second 6 months to be Cost Reimbursable with an estimated stated not to exceed value of \$120,000,000. The \$120,000,000 amount may not be modified and will be the same value for all offerors for purposes of cost evaluation. **Total value of equipment purchased under SubCLIN 0001B is limited to 10% of the not to exceed value. Contracting Officer approval is required before equipment purchases can be made during the execution of SubCLIN 0001B.**

CLIN 0002 Is the Firm Fixed Price to develop a report Implementation of the Contractor Manpower.

CLIN 0003 Is the Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINs.

Note: All services in a through w, below are excluded from the bid and may be executed on a Cost Reimbursable basis or a Fixed Price modification as determined by the Contracting Officer.

- a) *C.5.1.3 Consulting Services*
- b) *C.5.1.6.8 MACOM Design Activity (MDA)*
- c) *C.5.1.8.4. Emergency Operations.*
- d) *C.5.2.1.2. Automated Information System (AIS) and Custom Software Applications.*
- e) *C.5.2.10. IMIT Unique Requirements*
- f) *C.5.3. Communications.* Only the work associated with the word "install".
- g) *C.5.3.2.1. Management.* Only the work associated with the word "install".
- h) *C.5.3.2.4.2. Voice Services (Emergency).*
- i) *C.5.3.2.4.6. PBX and Keyed Systems.* Only the work associated with the word "install".
- j) *C.5.3.3.2.5. Emergency Services.* Only the following sentence "The SP shall participate in national and natural emergency operations."
- k) *C.5.3.5.2.1 Radio and Microwave Towers.* Only the work associated with the words "install and uninstall".
- l) *C.5.7.2.1. Audiovisual Services.* Only the work associated with the words "conferences, workshops, meetings, and training classes" and the pre-event surveys associated with this work
- m) *C.5.7.2.2. Emergency Operations Support.*
- n) *C.5.7.2.3. Audiovisual Facility Design and Installation.*
- o) *C.5.7.3.1. Photographic Services.* Only the work associated with " special events, high-speed, emergency operations, field location, portrait, official military service records, scientific, aerial, hydraulic modeling, research and development"
- p) *C.5.7.3.2. Videography Services.* Only the work associated with " special events, high-speed, emergency operations, field location, scientific, aerial, hydraulic modeling, research and development "
- q) *C.5.7.3.3 Video Production Services:*
- r) *C.5.7.4.1. Graphic Displays (Wording removed - All work associated with PWS para C.5.7.4.1 is to be excluded from the base contract price and handled as a mod.)*
- s) *C.5.7.4.2 Multimedia Products.*
- t) *C.5.7.4.4 Media Conversions.*
- u) *C.5.7.4.5 3-D Computer Animation Projects.*
- v) *C.5.7.4.6 Technical Illustration and Drafting Service.*

w) *C.5.7.5 Management of Exhibits.*

CLIN0004 Is the Firm Fixed Price associated with the Management of the Government Furnished equipment as defined in section C.3 (and listed in TE-3 of the PWS) and the following reimbursable items

- a. C.3.3.Circuits and wireless. The invoiced cost of the monthly recurring costs for voice and data carrier usage.
- b. C.5.5.2.3 Official Mail Preparation. Postage only.
- c. C.5.6.1. Printing Services and Support. Payment of the invoice of the actual printing only
- d. C.5.6.4. Copier Program Management. Invoice supported cost of the paper to support Copy Program only.

CLIN 0005 Is the Firm Fixed Price associated with the Service Provider Furnished Property as defined in section C-4 of the PWS

Bid Schedule

0001 Phase-In Period total 12 months \$ _____

0001A First 6 months Fixed Price \$ _____

0001B Second 6 months Cost Reimbursable \$ 120,000,000.00

0002 Labor to perform services for the
Implementation of the Contractor Manpower
Reporting as Described in Section G, Reporting
of Contracting Manpower Data Elements. These
services will be for the length of the Contract
performance period, to include the phase-in period.
**THE AGENCY TENDER IS EXCLUDED FROM
COMPLETING THIS LINE ITEM.**

0001A. Base Period \$ _____

0001B. Option Period 0001 \$ _____

0001C. Option Period 0002 \$ _____

0001D. Option Period 0003 \$ _____

0001E. Option Period 0004 \$ _____

0003 Contract Performance. Perform all services in support of the mission in accordance with the Solicitation, with the exception of the items listed in a. – w. above and in CLINs 0001, 0002, 0004 and 0005. This CLIN 0003 is to be offered as a Firm Fixed Price.

0003A Base Period \$ _____

0003B Option Period 0001 \$ _____

0003C Option Period 0002 \$ _____

0003D Option Period 0003 \$ _____

0003E Option Period 0004 \$ _____

- 0004 The following Firm Fixed Price for the Management of the Government Furnished equipment as defined in section C.3 (and listed in TE-3 of the PWS) and the following reimbursable items
- a. C.3.3.Circuits and wireless. The monthly recurring costs for voice and data carrier usage.
 - b. C.5.5.2.3 Official Mail Preparation. Postage only.
 - c. C.5.6.1. Printing Services and Support. Payment of the invoice of the actual printing only
 - d. C.5.6.4. Copier Program Management. Paper to Support Copy Program Only.

Management shall be defined as all Labor, material, supplies associated with the receiving, accounting, disposition of the above equipment items and operations. The Service Provider shall propose in this section the cost to manage this equipment and these work items. In addition the Service Provider shall be responsible to finance government operations by paying all costs associated with the above list of items. After payment the Service Provider may request reimbursement (on an agreed time schedule) for the non-management costs only. For equipment items described in C.3 the cost that may be requested for reimbursement is limited to the invoice price of the equipment item. For item a. C.3.3 the only cost allowable for reimbursement will be the invoiced monthly recurring usage cost from the voice and/or data carrier. For item b. C.5.5. the only cost allowable for reimbursement will be the metered postage cost. For item c. C.5.6.1 the only cost allowable for reimbursement will be the invoiced cost of printing. For item d. C.5.6.4 the only cost allowable for reimbursement will be the invoiced cost of paper used for copies in copy machines.

0004A Base Period \$ _____

0004B Option Period 0001 \$ _____

0004C . Option Period 0002 \$ _____

0004D Option Period 0003 \$ _____

0004E Option Period 0004 \$ _____

0005 Execution of the Service Provider Furnished Property as defined in section C-4 of the PWS. SP shall provide all material, facilities, supplies, equipment and administrative operations associated with these items to support their mission in accordance with section C.4 of the PWS. This Item is Firm Fixed Price.

0005A Base Period \$ _____

0005B Option Period 0001 \$ _____

0005C Option Period 0002 \$ _____

0005D Option Period 0003 \$ _____

0005E Option Period 0004 \$ _____

0006 Fee

**THE AGENCY TENDER IS EXCLUDED FROM
COMPLETING THIS LINE ITEM.**

0006A Base Period Award Fee \$ _____

0006B Option Period 0001 Award Fee \$ _____

0006C Option Period 0002 Award Fee \$ _____

0006D Option Period 0003 Award Fee \$ _____

0006E Option Period 0004 Award Fee \$ _____

Total**Total All items 0001 through 0006** \$ _____

Wage Determination Decision
Service Contract Act of 1965 (29 CFR 4)
W912DR-05-R-0001
IM/IT A76 Competition
Amendment 0011

The Department of Labor Service Contract Act wage determination which is highlighted in bold print are updated with Amendment 0011, dated 15 September 2005

The following Department of Labor Service Contract Act wage determinations are hereby incorporated into the IM/IT A76 Solicitation (W912DR-05-R-0001). Some determinations cover more than more state. Some states have more than one determination, depending on the applicable county covered by that determination.

Decision No.	Date	State(s) Covered
94-2007 REV (30)	05/23/2005	Alabama and Tennessee
94-2009 REV (26)	05/23/2005	Alabama
94-2017 REV (33)	05/23/2005	Alaska
94-2033 REV (30)	05/23/2005	Arkansas
94-2047 REV (27)	05/23/2005	California
94-2055 REV (26)	07/14/2005	California
94-2059 REV (26)	05/23/2005	California
94-2103 REV (34)	05/23/2005	District of Columbia, Maryland, and Virginia
94-2115 REV (33)	05/23/2005	Georgia
94-2133 REV (28)	05/23/2005	Georgia
94-2141 REV (31)	05/23/2005	Georgia, South Carolina
94-2153 REV (36)	08/31/2005	Hawaii (click text to view)
94-2165 REV (27)	05/23/2005	Illinois
94-2167 REV (29)	05/23/2005	Illinois
94-2175 REV (29)	06/09/2005	Illinois and Iowa
94-2223 REV (24)	08/04/2005	Indiana and Kentucky
94-2233 REV (25)	05/23/2005	Louisiana
94-2247 REV (27)	05/23/2005	Maryland
94-2255 REV (24)	05/23/2005	Massachusetts
94-2273 REV (29)	05/23/2005	Michigan
94-2287 REV (29)	05/23/2005	Minnesota and Wisconsin
94-2297 REV (26)	05/23/2005	Mississippi
94-2307 REV (30)	05/23/2005	Kansas and Missouri
94-2309 REV (32)	05/23/2005	Illinois and Missouri
94-2325 REV (30)	05/23/2005	Iowa and Nebraska
94-2339 REV (25)	05/23/2005	New Hampshire
94-2361 REV (28)	05/23/2005	New Mexico
94-2371 REV (26)	06/14/2005	New York
94-2375 REV (24)	06/03/2005	New York
94-2393 REV (29)	05/23/2005	North Carolina and South Carolina
94-2413 REV (23)	05/23/2005	Indiana, Kentucky, and Ohio
94-2433 REV (32)	05/23/2005	Oklahoma
94-2441 REV (25)	05/23/2005	Oregon and Washington
94-2449 REV (21)	05/23/2005	New Jersey and Pennsylvania
94-2451 REV (28)	05/23/2005	Ohio and Pennsylvania
94-2473 REV (31)	05/23/2005	South Carolina

94-2495 REV (29)	05/23/2005	Arkansas, Kentucky, Mississippi, and Tennessee
94-2497 REV (25)	05/23/2005	Kentucky and Tennessee
94-2509 REV (26)	06/03/2005	Texas
94-2513 REV (26)	06/03/2005	Texas
94-2515 REV (32)	05/23/2005	Texas
94-2543 REV (38)	05/23/2005	North Carolina and Virginia
94-2563 REV (28)	05/23/2005	Washington
94-2569 REV (24)	05/23/2005	Oregon and Washington
94-2573 REV (24)	05/23/2005	Kentucky, Ohio, and West Virginia

(End of Summary of Changes)